7581455/2023/M-III-INC01

GOVERNMENT OF ANDHRA PRADESH
ABSTRACT

Mines & Minerals - Amendments to the Rules 10, 12 and 34 of the Andhra Pradesh Minor Mineral Concession Rules, 1966 - Notification – Issued.

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INDUSTRIES & COMMERCE (MINES.III) DEPARTMENT

G.O.Ms.No. 45 Dated:03.07.2023

Read the following:

1. GO Ms. No.63, Ind. & Com. (M.III) Dept., dt. 02.08.2021
2. GO Ms No.71 Ind. & Com. (M.III) Dept., dt.22.10.2021.
3. G.O.Ms.No.13, Ind. & Com.(M.III) Dept., dt:14.03.2022.
4. From the DM&G Lr.No.1520214/P/2021, dt:28.03.2022.
5. Govt.Memo No:1419823/M.III/2A3/2022, dt:10.03.2022.
6. From the DM&G, AP., Lr.No.4702/P/2014, Dt.16.03.2023.
7. Govt.Memo Nos.MG0POLI/5/2021, dt:04.04.2023.
8. From the DM&G, AP., Lr.No.4702/P/2014, Dt.10.04.2023.
9. Govt.Memo Nos.MG0POLI/5/2021, dt: 26.04.2023.
10. From the DM&G, AP., Lr.No.7836/P/2014, Dt.17.05.2023.

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In the G.Os 1st and 2nd read above, Government have issued orders for outsourcing the right of collection of Seigniorage Fee and Consideration Amount and accordingly State was divided into 6 packages and bi-annual package-wise tenders were notified in two (2) attempts with 30% increments on revenue. As there was no response for the package wise tender notifications, district-wise tenders were floated for another two (2) attempts with an increment of 10% on respective district's revenue collections for FY 2021-22, however, there is no response received from bidders.

2. In the letters 4th, 6th, 8th & 10th read above, the Director of Mines & Geology, A.P., Vijayawada while giving proper justification for making certain changes in Right of Collection of Seigniorage fee and Consideration Amount Contract like area of contract, reserve price and components of collection etc. has submitted proposals for amendments to Rules 10, 12 and 34 of the APMMC Rules, 1966 for implementation of the said contract.

3. Government, after careful examination of the matter, have accepted the proposal of the Director of Mines & geology AP., and decided to make necessary amendments to rules 10,12 and 34 of the Andhra Pradesh Minor Mineral Concession Rules,1966.

(P.T.O)

4. Accordingly, the following Notification will be published in an Extra Ordinary issue of the Andhra Pradesh Gazette, Dated:03.07.2023

NOTIFICATION

In exercise of the powers conferred by sub section (1) of section 15 of the Mines and Minerals (Development and Regulation) Act, 1957 (Central Act 67 of 1957), as amended from time to time, the Governor of Andhra Pradesh hereby makes the following amendments to the Andhra Pradesh Minor Mineral Concession Rules, 1966 issued in G.O.Ms.No.1172, Industries & Commerce (B1) Department, 4th September, 1967 as subsequently amended.

AMENDMENTS

In the said rules,-

I. for rule 10-A, the following shall be substituted namely,-

"**10-A**. The Director of Mines & Geology shall be the competent authority to form sectors as per administrative convenience and conduct of e- Auction for outsourcing the right of collection of seigniorage fee and consideration amount Contract in respect of all Minor Minerals except Grey Barytes held by M/s APMDC Ltd in YSR District and Sand:-

1. The Director of mines & Geology shall:

(i) Form the sectors for giving away the right of collection of Seigniorage fee, consideration amount, DMF, MERIT and Income Tax (IT) under a contract for Minor Minerals except Grey Barytes held by M/s APMDC Ltd and Sand through e-Auction.
(ii) Fix the minimum bid amount (or) Reserve price for each of the sector for the first time by considering actual collections of Seigniorage fee, Consideration amount, DMF, MERIT and IT excluding dead rent over any four consecutive quarters irrespective of the financial year.

Provided that the minimum bid amount (or) Reserve Price shall be higher than the actual revenue collections considered for fixation of initial reserve price.

(iii) For subsequent contracts, the minimum bid amount (or) Reserve price shall be fixed at ten (10) percent higher than the preceding annual contract amount (or) the estimated revenue arrived based on the quantities dispatched in the preceding annual contract, whichever is higher.

(iv) Review the reserve price with reasons to be recorded in writing, in case no bids are received for two (2) consecutive attempts.

(v) The Director of Mines & Geology may impose any special conditions in the tender document as deemed fit.

2. (i). The period of contract for the right of collection of seigniorage fee, consideration amount, DMF, MERIT and IT shall be two years from date of execution of the contract agreement.

(ii) The Director of Mines and Geology may call for subsequent tender ninety (90) days prior to completion of existing contract period.

Provided that the period of existing contract may be extended by the Director of Mines and Geology on the same terms and conditions with an increment of ten percent higher than the preceding annual contract amount, (or) the estimated revenue arrived based on the quantities dispatched in the preceding annual contract, whichever is higher, with reasons to be recorded in writing, for a period up to ninety (90) days and a rider agreement shall be executed before expiry of the original contract by the Deputy Director of Mines and Geology concerned.

Provided further that where it is necessary to further extend the contract period beyond ninety (90) days, the period of contract may be extended by Director of Mines and Geology with the prior approval of the State Government for not more than one (1) year from the date of expiry of initial contract period, with reasons to be recorded in writing and a rider agreement shall be executed by Deputy Director of Mines and Geology concerned before expiry of the contract period.

(iii) Beyond the period of one (1) year, no further extension is allowed, and new contract shall be awarded through conduct of e-auction only."

II for rule 10-B, the following shall be substituted namely,-

"**10-B** (1) The Director of Mines & Geology shall issue a notice along with the detailed tender document, giving due publicity in any newspapers before the date of tender notice or in such other manner as deemed fit for granting the right of collection of seigniorage fee, consideration amount, DMF, MERIT and IT in the sector.

(2) Tender document fee for participation in Electronic auction shall be Rs. 5,00,000 (Rupees Five Lakhs) fixed for each sector.

(3) The amount of earnest money deposit/bid security shall be equal to one monthly instalment in the form of Bank Guarantee.

(4) The bids submitted for a particular sector shall be considered and evaluated exclusively for that sector only.

(5) The bidder shall have a minimum Net Worth of Rupees One Hundred (100) Crores.

III. In rule 10-C,-

1. for the sub heading, the following shall be substituted, namely:

"**10-C.** Procedure for e-auction to award the right of collection of seigniorage fee and consideration amount collection contract:-"

2. for sub-rule (1), the following shall be substituted, namely,-

"(1) The right of collection of seigniorage fee, consideration amount, DMF, MERIT and IT in a sector, shall be conducted in two stage forward electronic Auction. The procedure for conduct of e- auction shall be prescribed by the Director of Mines & Geology in the detailed tender document as per rules and procedures in vogue."

3. for sub-rule (6), the following shall be substituted, namely,-

"(6) The Director of Mines & Geology reserves the right to reject any tender/bid without assigning any reason thereof."

IV. In rule **10-D**,-

1. for sub-rule (2), the following shall be substituted, namely,-

"(2) Upon receipt of order of confirmation, the successful bidder shall furnish performance security equal to (2) monthly installments in the form of Bank Guarantee of knocked down amount and pay first monthly installment in the manner as prescribed in the confirmation order and execute agreement in Form-M with the Deputy Director of Mines & Geology concerned within 15 days from the date of receipt of confirmation order."

2. for sub-rule (5), the following shall be substituted, namely,-

"(5) The Deputy Director of Mines & Geology concerned shall charge interest at the rate of 24% per annum on non-payment of monthly installments from the specified due date as detailed in contract agreement."

V. in rule **10-E**,-

1. for sub-rule (1), the following shall be substituted, namely,-

"(1) The knocked down amount shall be paid by contractor in Twenty-four equal monthly installments for the contract period before commencement of the succeeding month. The monthly installment shall be commenced from date of execution of the Agreement."

2. sub-rule (2) shall be omitted.

3. for sub-rules (3),(4),(5) and (6), the following shall be substituted, namely,-

"(3) The Performance Security shall be released by the Director after sixty (60) days from the date of expiry of the contract period provided the Contractor fulfills all the contract agreement conditions and provisions of the APMMC Rules, 1966 and the MMDR Act, 1957.

(4) The Deputy Director of Mines & Geology concerned shall levy an interest at the rate of 24% per annum on non-payment of monthly installments for a period of two (2) consecutive months.

(5) The Deputy Director of Mines & Geology concerned shall terminate the contract and forfeit the Performance Security for non payment of monthly installments for two (2) consecutive months after issuing a prior notice.

(6) In case of non - receipt of installment for two (2) consecutive months, the Contractor's right of collection of Seigniorage Fee and Consideration Amount shall be deemed to have been ceased, and the Deputy Director of Mines & Geology concerned shall report to the Director of Mines & Geology to make arrangement for alternative mechanism for collection of Seigniorage Fee, Consideration Amount, DMF, MERIT and IT for the respective sector."

VI. for rule 10-G, the following shall be substituted namely:

"**10-G.**

1. Liberties of the Bidder:-

The Bidder after executing the agreement in Form-M prescribed in Rule 10-D(2) will be at liberty to:

i. Collect the Seigniorage fee, Consideration amount, DMF, MERIT and IT paid by the leaseholders from the leases existing in the sector.

ii. Collect the Seigniorage Fee, Consideration Amount, DMF, MERIT and IT from all the new leases granted and executed from the Minor Minerals as specified in Rule 10(A)(1) during the currency of contract period.

iii. Issue transit Coupons in quadruplicate to the leaseholder containing details of Lessee ID with lease details, mineral(s), quantity, sale value, Vehicle details, date and time of dispatch as suggested by the Director of Mines & Geology.

iv. Upon intimation of the ADM&G/ DDM&G concerned, regarding payment of seigniorage fee by the MDL Holders under slab system, the contractor shall issue free transit coupons in quardruplicate to MDL Holders for the quantity intimated by the ADM&G / DDM&G.

v. Collect the Seigniorage Fee, Consideration Amount, DMF, MERIT and IT from all the new leases granted and executed from the Minor Minerals as specified in Rule 10(A)(1) during the currency of contract period.

vi. File a Complaint with the Assistant Director of Mines & Geology of the contract awarded area for the minor mineral(s) dispatched without valid transit coupons.

vii. Collect seigniorage fee, consideration amount, DMF, MERIT and IT on the dispatch of minor minerals as specified in Rule 10(A)(1) from the area specified in the contract and not on minor minerals brought from outside the contract area.

Provided that the Contractor shall collect Seigniorage Fee, Consideration Amount, DMF, MERIT and IT on Minor Minerals dispatches from major mineral leases as well.

viii. Collect Seigniorage fee, consideration amount, DMF, MERIT and IT from Temporary permit holders except persons /organizations who obtained quarry leases with exemption from payment of Seigniorage fee, consideration amount, DMF, MERIT and IT. The details of such exemptions will be communicated by the Director of Mines & Geology to the contractor from time to time.

(2) Restrictions on the Bidder:-

The contractor shall not:

i. Collect Seigniorage fee, consideration amount, DMF, MERIT and IT from any persons/companies who are not the quarry lease/ transit coupon holders.

ii. Levy and collect penalty from illegal mineral transporters.

iii. Issue transit coupons to such leases with identified violations, as communicated by ADM&G/ DDM&G till further orders from the ADM&G/ DDM&G concerned.

iv. Have any right for any type of compensation arising out of non-working of the quarries and due to expiry, lapse, determination, cancellation, temporary or permanent closure of lease by the Government or Court, etc., of the leases.

v. Have any right to claim the revision of Seigniorage fee, Consideration amount, DMF, MERIT and IT, if any done by the Government during the contract period.

vi. Erect building or thing, set up or placed on any public ground or any place held sacred any class of persons or in such a manner as to injure prejudicially effect any rights of other persons except with the permissions from the concerned authorities."

VII. for rule 10-I, the following shall be substituted, namely:

"**10-I.** (1) No minor mineral shall be dispatched from any of the leased areas in the contract awarded sector without a valid transit coupon issued by the Contractor or his authorized representative. Contravention of this clause shall result in levy of normal seigniorage fee, consideration mount, DMF, MERIT and IT along with five times penalty on normal Seigniorage Fee by the Assistant Director concerned on a complaint filed by the Contractor and on establishing the same by the Assistant Director.

The normal seigniorage fee, consideration amount shall be paid to the Contractor and the penalty amount, DMF, MERIT and IT shall be remitted to the Government treasury. If by any chance, the complaint by the Contractor results in non-establishing the unauthorized transportation by the lessees due to inadequate or insufficient evidence in the complaint does not confer any right on the Contractor to claim any sort of compensation from the Government.

However, the persons/organizations who are holding the quarry leases with exemption from payment of seigniorage fee shall obtain dispatch permits from the Assistant Director directly as required under Rule 34.

(2) The Contractor shall submit monthly return in Form C-l to the Deputy Director/ Assistant Director of Mines & Geology of concerned sector for every month before 10th day of the succeeding Month."

VIII. for rule 10-K, the following shall be substituted namely:

"10-K. The right of collection of seigniorage fee, consideration amount, DMF, MERIT and IT obtained through electronic-auction is not liable for transfer."

IX. in rule 12, in sub-rule (5), for clause (h) (ii) (a), the following shall be substituted, namely:

"(a) Responsibilities of leaseholders whose leases are falling within the Seigniorage fee collection and consideration amount contract area:-

i. The lessee shall pay the seigniorage fee, consideration amount, DMF, MERIT and IT as per the rates prescribed from time to time in Schedule-I in advance for the estimated quantity intended to be loaded and dispatched from the lease area to the contractor and receive a transit coupon.

ii. The leaseholder shall submit dispatch particulars along with the copy and details of transit coupons issued by the contractor to ADM&Gs on monthly basis by 10 th of the successive month.

iii. The vehicle driver shall always carry the transit coupon issued by the contractor.

Provided that if the vehicle not accompanied by the transit coupon issued by the Contractor, the vehicle owner/ driver/ leaseholder concerned from which the mineral is dispatched is liable to pay 5 [five times] of the normal Seigniorage fee as penalty in addition to normal Seigniorage fee, consideration amount, DMF, MERIT and IT.

Provided further that in case of any discrepancies noticed in the transit coupons issued by the contractor, action shall be initiated against the leaseholder/ contractor, as the case may be, as per these Rules."

X. in rule 34, for sub rule (1), the following shall be substituted, namely:

"(1)No minor mineral shall be dispatched from any of the leased areas without a valid transit coupon issued by contractor in contract awarded area as per the procedure laid down by Director of Mines & Geology:

Contravention of this rule shall result in forfeiture of Security Deposit and levy of normal Seigniorage Fee, Consideration Amount, DMF, MERIT and IT along with "five times" penalty by the Assistant Director of Mines & Geology concerned or the Officer as authorized by the Director of Mines & Geology.

Provided ~~further~~ that no dispatch permit shall be issued, if the lease holder having any mineral revenue arrears or any pending Demand Notices or any contraventions/ violations committed under these rules.

XI. for the existing Form"M" appended to these rules, the following shall be substituted, namely,-

Annexure

FORM 'M'
(see rule 10-D and 10-G)
Form of Contract Agreement for ……. District (as on 31.03.2022)
[Subject to Approval of State Government]

This indenture made this ..... day of 2023 between the Governor of Andhra Pradesh (hereinafter called the "State Government" which expression shall where the context so admits, include his successors in Office and Assigns) of the One Part, and

WHEN CONTRACTOR IS AN INDIVIDUAL:

..... (Name of person with Address and Occupation) (hereafter referred to as the Contractor which expression shall where the context so admits being deemed to include his respective heirs and legal representatives).

WHEN THE CONTRACTOR IS A REGISTERED FIRM:

..... (Name and Address of Partner) Son of ..... all carrying business in partnership under the firm Name and Style of ..... (Name of the firm) Registered under the Indian Partnership Act, 1932 (9/1932) and having their Registered Office at ..... (here after referred to as the Contractor which expression where the context so admits is deemed to include of the said partners their respective heirs Legal representatives and permitted assigns) of the other Part.

WHEN THE CONTRACTOR IS A REGISTERED COMPANY:

..... (Name and Address of Company) incorporated in India under the Companies Act, *[1956/2013]* with Corporate Identity Number *[CIN of the successful bidder]* whose Registered Office is at ....., India and the principle place of Business is at …… [*if different from registered office*] (hereafter referred to as the CONTRACTOR which expression where the context so admits is deemed to include of the said partners their respective heirs Legal representatives and permitted assigns) of the other Part.

Whereas the CONTRACTOR has been granted in Electronic Auction (e-auction) by the State Government the rights of collection of seigniorage fee, consideration amount, DMF, MERIT and IT in respect of the Minor Minerals as specified in Rule 10(A)(1) and areas specified in the Schedule-I for the knocked down amount of Rs. ……. *[……..]*: therein and has paid the two monthly instalments of knocked down amount i.e., Rs.……*[……]* towards performance security in the form of Bank guarantee and 1st installment of Rs. ……*[……]*with the Director of Mines and Geology for the due and faithful performance by the Contractor of the conditions on the Part of the Contractor hereinafter contained.

And whereas the State Government awarded the contract area hereafter described as Contract area for the knocked down amount of Rs. …… *[……..]*and subject also to the conditions hereinafter contained, now this indenture witness as follows:—

The State Government hereby permits the Contractor to collect the seigniorage fee, Consideration amount, DMF, MERIT and IT in respect of the Minor Minerals as specified in Rule 10(A)(1) from the lease holders whose leases are situated in the area/areas mentioned in the Schedule – I and more particularly described in Schedule-II hereunder.

Part - I: MODE OF PAYMENT OF KNOCKED DOWN AMOUNT:

The knocked down amount of Rs. …… *[……..]*shall be paid by contractor in 24 (twenty-four) equal monthly installments during the contract period of 2 years. The knocked down amount is inclusive of GST as applicable. The Contractor having paid the 1st installment of the knocked down amount shall pay each of theremaining 23 instalments on monthly basis before commencement of the monthly installment period.

If the contractor fails to pay the installments as above, the Deputy Director of Mines & Geology shall have the power to terminate the agreement, after following due procedure of giving an opportunity to the contractor, and to forfeit to the Government the amounts paid by the contractor and the amount guaranteed by Bank.

Part - II: LIBERTIES OF THE CONTRACTOR:

The contractor is at liberty to:

i. Collect the Seigniorage fee, Consideration amount, DMF, MERIT and IT (mineral revenues) in force as on the day of contract agreement after the exhaustion of the Dead rent annually paid by the leaseholders from the leases existing in the sectors.

ii. Upon intimation of the ADM&G/ DDM&G concerned, regarding payment of Annual Dead Rent by the leaseholders, the contractor shall issue free transit coupons to the leaseholders till exhaustion of the Dead Rent Paid.

iii. Issue transit Coupons in quadruplicate to the leaseholder containing details of Lessee ID with lease details, mineral(s), quantity, sale value, Vehicle details, date and time of dispatch.

iv. Upon intimation of the ADM&G/ DDM&G concerned, regarding payment of seigniorage fee by the MDL Holders under slab system, the contractor shall issue free transit coupons in quadruplicate to MDL Holders for the quantity intimated by the ADM&G/ DDM&G.

v. Collect the Seigniorage Fee, Consideration Amount, DMF, MERIT and IT from all the new leases granted and executed from the Minor Minerals as specified in Rule 10(A)(1) during the currency of contract period.

vi. File a Complaint with the Assistant Director of Mines & Geology/ Deputy Director of Mines & Geology of the contract awarded area for the minor mineral(s) dispatched without valid transit coupons.

vii. Collect seigniorage fee, consideration amount, DMF, MERIT and IT on the dispatch of minor minerals as specified in Rule 10(A)(1) from the area specified in the contract and not on minor minerals brought from outside the contract area or from the major mineral leases. Provided that the Contractor shall collect Seigniorage Fee, Consideration Amount, DMF, MERIT and IT on Minor Minerals dispatches from major mineral leases as well.

viii. Collect Seigniorage fee, consideration amount, DMF, MERIT and IT from Temporary permit holders except persons /organizations who obtained quarry

Part - III: RESPONSIBILITIES OF THE CONTRACTOR:

The Contractor shall be responsible to:

i. The contractor shall submit the monthly returns in the form prescribed by the Director of Mines & Geology for the quantities of the minor minerals for which the transit coupons issued.

ii. The contractor shall submit a list of persons to be engaged for mineral revenue collection along with photo identity card to DDM&G Concerned and obtain the Identity cards duly signed and stamped by the Deputy Director of Mines & Geology concerned and issue such identity cards to the persons employed by him. These identity cards shall be valid during the currency of the contract only. All the persons shall keep the identity card displaying with them during collection of mineral revenue.

iii. Erect reflecting sign boards at each Check post clearly visible and legible from a distance mentioning name of the contractor, area of the contract, and name and contact number of the Assistant Director of Mines and Geology/ Deputy Director of Mines & Geology concerned for any complaint.

iv. Abide by all the terms and conditions of the contract and any amendment made under these rules and shall also follow all the instructions issued by the Government or any officer of the department not below the rank of Assistant Director of Mines & Geology.

v. Establish check posts as required by him without disturbing the normal traffic with in the contract area and intimate to the ADM&G/ DDM&G concerned. The Assistant Director of Mines and Geology may refuse to allow such checkposts for reasons to be recorded in writing for any particular place and shall communicate to the contractor.

Part - IV: RESTRICTIONS OF THE CONTRACTOR:

The contractor shall not:

i. Collect Seigniorage fee, consideration amount, DMF, MERIT and IT from any persons/companies who are not the quarry lease/ transit coupon holders.

ii. Levy and collect penalty from illegal mineral transporters.

iii. Issue transit coupons to such leases with identified violations, as communicated by ADM&G/ DMGO/ Dvl.DMGO till further orders from the ADM&G/ DMGO/ Dvl.DMGO concerned.

iv. Have any right for any type of compensation arising out of non-working of the quarries and due to expiry, lapse, determination, cancellation, temporary or permanent closure of lease by the Government or Court, etc., of the leases

v. No building or thing shall be erected, set up or placed on any public ground or any place held sacred any class of persons or in such a manner as to injure prejudicially effect any rights of other persons except with the permissions from the concerned authorities.

Part - V: OTHER CONDITIONS

i. The contractor shall issue transit coupons printed on secured stationary as directed by the Director of Mines & Geology.

ii. Any minor minerals dispatching from any of the lease areas or from the areas not covered under valid permit/ licence / lease is noticed by the contractor, he shall make a written complaint to the ADM&G/ DDM&G concerned so as to take necessary action for levy of normal seigniorage fee along with five times penalty on normal Seigniorage Fee by the Assistant Director/ Deputy Director concerned on establishing the same.

iii. The normal seigniorage fee, consideration amount, DMF, MERIT and IT shall be paid to the Contractor and the penalty amount shall be remitted to the Government treasury.

iv. Where the contractor recovers seigniorage fee or other charges in excess of the specified rates, the excess amount so collected shall be recovered from the contractor and the contract shall be terminated after giving a fifteen days' notice and the contractor may be blacklisted or debarred for further seigniorage fee collection contract for a period of next five years.

v. The contractor shall have right to collect seigniorage fee, consideration amount, DMF, MERIT and IT on the actual quantity of the mineral transported at the prevailing rates for which contract has been awarded.

vi. If revenue collected by the contractor is more than the knocked down amount in the e-auction, then the contractor shall retain the Seigniorage Fee and Consideration amount components on the excess amount, and pay the DMF, MERIT, IT and GST components on the excess amount to the Department of Mines & Geology after the reconciliation of monthly returns submitted by the contractor.

Part - VI: LIBERTIES OF THE STATE GOVERNMENT AND DIRECTOR OF MINES & GEOLOGY

i. The State Government shall have the liberty to grant and/or terminate the quarry leases in respect of the minor minerals as specified in Rule 10(A)(1) in the Contract area as per A.P.M.M.C. Rules, 1966.

ii. The State Government shall have the power to penalise any person indulged in illicit quarrying and transportation of minerals from contract area as per rules.

iii. The State Government shall have the power to terminate the agreement with the authorised agent if he violates the conditions specified in Part-III above.

iv. The Director shall have the power to dispense the regular dispatch permit system for the minor mineral leases existing in the contract awarded sector.

v. The Director of Mines & Geology may issue instructions for alternate arrangements for issuance of transit forms and collection of Seigniorage fee and other applicable charges in case of any problems.

Part - VII: BOOK ADJUSTMETS OF MINERAL REVENUE TO THE CONTRACTOR

i. The Deputy Director of Mines & Geology concerned shall book adjust the following revenues to the contractor on monthly basis:

a. Mineral revenues corresponding to the quantities of minor minerals consumed in the works undertaken by all the State Govt Depts/ Corporations/ Local bodies to the Contractor on monthly basis during the contract period.

b. Revenue (excluding interest, penalties) received from MDLs under cutter slab system as per G. O. M/s No. 58 dated 23.08.2022

ii. The mineral revenues corresponding to the quantities of minerals consumed in the district, shall be book adjusted to the contractor, where the works of State Govt Depts/ Corporations/ Local bodies has been executed

Part - VIII: IT IS HEREBY EXPRESSLY AGREED AS FOLLOWS :

1. The Contractor shall immediately inform to the Assistant Director of Mines and Geology/ Deputy Director of Mines & Geology concerned about any illicit quarrying of minor minerals as specified in Rule 10(A)(1) noticed within the contract area.

2. The Contractor shall maintain correct account of the minor minerals as specified in Rule 10(A)(1) consumed or despatched from the contract area and shall furnish the same to the department when asked for.

3. The Bank Guarantee furnished by the Contractor for the 2 monthly instalments of the knocked down bid amount towards Performance Security of Rs. 24,84,17,084 *[Twenty-Four Crores Eighty-Four Lakhs Seventeen Thousand and Eighty-Four Rupees only]* shall be adjusted/ returned after 30 days of expiry of the contract period on reconciliation of the mineral revenues by both the parties.

   Provided that the Contractor duly observed and performed the conditions on his part herein contained.

4. If any question of difference or dispute shall arise between the parties here to or any person concerning the knocked down amount and mineral revenues hereby reserved any of these presents, it shall be reserved to the State Government whose decision thereon shall be final and binding on the parties hereto.

SCHEDULE - I

S.No	District	Knocked down amount
1		Rs. ……[in words]

SCHEDULE – II

List of leases falling under the contract area mentioned in Schedule-I

(To be filled by DDM&G before execution of Contract)

S.No	Name of lessee	Location of lease			Extent in Ha.	Name of the minerals	Lease period	
		Sy.No	Village	Mandal			From	To
1	2	3	4	5	6	7	8	9

SCHEDULE – III

Rates of Seigniorage Fee, Consideration Amount, DMF, MERIT and IT for the minor minerals as per the existing provisions under the contract area mentioned in Schedule-I in the following format enclosed herewith

S.No	Mineral	Unit	Rate of Seigniorage Fee	Rate of Consideration amount	Rate of DMF	Rate of MERIT	Rate of IT
1	2	3	4	5	6	7	8

In witness whereof ..... Deputy Director of Mines and Geology, concerned acting for and on behalf of and by order and direction of Governor of Andhra Pradesh and the Contractor have here upto set their hands the day and year first above writing.

Signed and delivered by the above named in the presence of:

…….	…….
Signature of the Contractor	*Signature of the Deputy Director of Mines & Geology*

Date……

Witnesses

1. (From Government Side)

2. (From Contractor Side)”

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

GOPAL KRISHNA DWIVEDI
SPECIAL CHIEF SECRETARY TO GOVERNMENT

To
The Commissioner of Printing, Stationery & Stores Purchases (Printing Wing) Andhra Pradesh, Vijayawada. (with a request to publish the above notification and arrange to send 200 copies of the same to the Government in Industries & Commerce (M.III) Department and 100 copies to the Director of Mines & Geology, A.P., Ibrahimpatnam, Vijayawada).
The Director of Mines & Geology, A.P., Vijayawada.
The Chief Executive Ofcer, MERIC, Vijayawada.
All the District Collectors in the State.
All the Joint Director /Deputy Director / Asst. Director of Mines & Geology through the Director of Mines & Geology, Ibrahimpatnam.
Copy to:
The Secy. to GoI, Ministry of Mines, Shastry Bhawan, New Delhi.
The Law Department.
The Finance Department.
The OSD to Minister (M&G).
The PS to SPl.CS. to Govt.(Mines).
SF/SC.(C.No.1419823)

//FORWARDED : BY ORDER//

SECTION OFFICER